ORDER FOR SUPPLIES OR SERVICES									PAGE 1 OF 16			
									_ 1			
	EO7-03-P-T		ER/AGREEMENT NO.	2. DELIV	VERY ORDER	/CALL NO.	3. DATE OF ORD (YYYYMMMDD) 2003MAR25	ER/CAL		UISITION/PURCH RE	QUEST NO.	5. PRIORITY DOA4
6. ISSUED	BY	۷,	<u>-</u>	CODE	W56HZV	7. ADMINIST	ERED BY (If other t	han 6)	DEE C		2101A	8. DELIVERY FOB
TACOM AMSTA-AQ-ADBX JOHN ORR (586)574-7350 WARREN, MICHIGAN 48397-5000 EMAIL: ORRJ@TACOM.ARMY.MIL HTTP://CONTRACTING.TACOM.ARMY.MIL					217 SUI	A BALTIMORE EAST RED WOO TE 1800 TIMORE, MD 21	202-5	5299 A3207APC	но	0338	DESTINATION OTHER (See Schedule if other)	
9. CONTR	ACTOR			CODE	1B5X6	FACIL		10. DF	ELIVER TO F	OB POINT BY (Date)		11. X IF BUSINESS IS
	•						•	(Y	YYYMMMDI	D)		X SMALL
			ABLE SOLUTIONS I THWOOD DRIVE	INC.				SEE	SCHEDULE	E		SMALL
NAME AND ADDRESS		BUR'	Y, MD 21801-782	29				12. DI	SCOUNT TEI	RMS		DISADVANTAGED WOMAN-OWNED
	•						•	13. M	AIL INVOICE	S TO THE ADDRESS	IN BLOCK	
	TYPE E	SUS	INESS: Other Sma	all Bus:	iness Perf	forming in	U.S.	See	Block 15	5		
14. SHIP T	-			CODE			T WILL BE MADE I			COD	E HQ0338	MARK ALL PACKAGES AND
SEE	SCHEDULE						S-COLUMBUS CE S-CO/SOUTH EN		MENT OPER	RATION		PAPERS WITH
							. BOX 182264 UMBUS, OH 432	010_22	06.4			IDENTIFICATION NUMBERS IN
						COL	UMBUS, OR 432	10-22	104			BLOCKS 1 AND 2
16. TYPE	DELIVERY/ CALL		THIS DELIVERY ORDER	R IS ISSUED	ON ANOTHER C	GOVERNMENT AG	GENCY OR IN ACCORD	ANCE W	TTH AND SUBJE	ECT TO TERMS AND COM	NDITIONS OF ABOV	E NUMBERED CONTRACT.
OF ORDER	PURCHASE	x	Reference your ANDREW S LINDS	Oral ER	_	-	AE0703QT082	, D	ated 2003F	EB10		
		2	ACCEPTANCE. THE	E CONTRA	CTOR HEREE	BY ACCEPTS T	HE OFFER REPRES			MBERED PURCHASI AND AGREES TO PE		MAY PREVIOUSLY HAVE ME.
If th	NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED (YYYYMMMDD) If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCO	OUNTING AND	APP	PROPRIATION DATA/LO	OCAL USE		-						
SEE 18. ITEM	SCHEDULE	TITE	EDULE OF SUPPLIES/SI	EDVICE			20 OLIANTETES	7	21	22. UNIT PRICE	22 AMOUNT	
18.11EM	NO. 19. 80	НЕ	DULE OF SUPPLIES/SI	ERVICE			20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT	22. UNII PRICE	23. AMOUNT	
			HEDULE									
			-Fixed-Price									
			F CONTRACT: ply Contracts and	d Price	d Orders							
	accepted by the		, c	4. UNITED	STATES OF A						25. TOTAL	\$12,716.00
	ıantity ordered, t, enter actual qı		icate by X. ity accepted below			NELSON /S TACOM.ARMY	IGNED/ . M§I GN 5 86)574	-5258	3		26. DIFFERENCES	5
	rdered and enci		B N 20 HAS BEEN	BY:				CON	TRACTING/O	ORDERING OFFICER		
	PECTED	7		ACCEPTEI	D. AND CONFO	ORMS TO CONT	FRACT EXCEPT AS	NOTEI	D			
		_	RIZED GOVERNMENT I				c. DATE (YYYYMMMD		d. PRINTE	D NAME AND TITLE SENTATIVE	OF AUTHORIZE	D GOVERNMENT
. МАП П	NC ADDRESS (NE A	AUTHORIZED GOVERN	IMENT DE	DDECENITA TE	VE	20 CHID NO		20 D.O. VOI	CHED NO	30. INITIALS	
e. MAILI	NG ADDRESS (Л Г А	.U IHORIZED GOVERN	INIENI KE	FRESENTATI	V E	28. SHIP. NO.		29. D.O. VOU	CHER NO.		
f TELEP	HONE NUMBE	R	g. E-MAIL A	ADDRESS			PARTIA	L	32. PAID BY		33. AMOUNT V	ERIFIED CORRECT FOR
	101121101122		g. E miles	IDD KLOO			FINAL 31. PAYMENT				34. CHECK NU	MDFD
36. I CER	TIFY THIS ACC	COU	INT IS CORRECT AND I	PROPER F	OR PAYMEN	г.	⊣ ⊢				34. CHECK NO	MIDER
a. DATE			b. SIGNATURE AND	TITLE OF	CERTIFYING	OFFICER	COMPL				35. BILL OF L	ADING NO.
(YYYYM!	MMDD)						PARTIA FINAL	L				
37. RECE	IVED AT		38. RECEIVED BY (P	'rint)	39. DATE RE		40. TOTAL CO TAINERS	DN-	41. S/R ACCO	OUNT NUMBER	42. S/R VOUCE	IER NO.

Reference No. of Document Being Continued

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Name of Offeror or Contractor: CUSTOM CABLE SOLUTIONS INC.

SUPPLEMENTAL INFORMATION

1

Regulatory Cite	Title	Date
52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	MAR/2001

- (a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (http://contracting.tacom.army.mil/opportunity.htm) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at http://contracting.tacom.army.mil/userguide.htm and http://contracting.tacom.army.mil/userguide.htm and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at http://contracting.tacom.army.mil/userguide.htm and http://contracting.tacom.army.mil/ebidnotice.htm for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- (c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.
- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards.
- (e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil
- (f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at http://www.ecrc.ctc.com

Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-P-T291 MOD/AMD

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Name of Offeror or Contractor: CUSTOM CABLE SOLUTIONS INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 5995-01-425-9577 FSCM: 19207 PART NR: 12366201 SECURITY CLASS: Unclassified				
0001AA	PRODUCTION QUANTITY	17	EA	\$748.00000	\$12,716.00
	CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: WIRING HARNESS PRON: EH386170EH PRON AMD: 01 ACRN: AA AMS CD: 060011				
	Description/Specs./Work Statement TOP DRAWING NR: TDPL 12366201 DATE: 23-DEC-2002				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEETS IN TDPL UNIT PACK: 001 INTERMEDIATE PACK: 000 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV22681765 W25G1U J 2 DEL REL CD QUANTITY DEL DATE 001 9 12-SEP-2003				
	FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (W25G1U) XU TRANSPORTATION OFFICER DDSP NEW CUMBERLAND FACILITY BUILDING MISSION DOOR 113 134 NEW CUMBERLAND PA 17070-5001				
	CONTRACT/DELIVERY ORDER NUMBER DAAE07-03-P-T291/0000				
	DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 002 W56HZV22681767 W45G19 J 2 DEL REL CD QUANTITY DEL DATE 001 8 12-SEP-2003				

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Name of Offeror or Contractor: CUSTOM CABLE SOLUTIONS INC

EM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS				
	(W45G19) SR W390 RED RIVER MUNITIONS CTR				
	HIGHWAY 82 WEST CL V GATE 44 BLDG 184				
	TEXARKANA TX 75507-5000				
	CONTRACT/DELIVERY ORDER NUMBER				
	DAAE07-03-P-T291/0000				

CONTINUATION SHEET			Reference No. of Document Being Continued						Page 5 of 16		
	CONTINUATION SHEET			PIIN/SIIN DAAE07-03-P-T291			MOD/AMD				
Name of Offeror or Contractor: CUSTOM CABLE SOLUTIONS INC.											
CONTRAC	CT ADMINISTRA	TION DATA									
LINE ITEM	PRON/ AMS CD	OBLG ACRN STAT	ACCOUNTING	CLASSIFICATION			_	OB RDER IMBER	ACCOUNTI STATION	NG	OBLIGATED AMOUNT
0001AA	EH386170EH	AA 2	97 X4930A		26KB	S20113			W56HZV	\$	12,716.00
									TOTAL	\$	12,716.00
SERVICE NAME Army		AL BY ACRN AA	ACCOUNTING 97 X4930A	CLASSIFICATION C9D 6D	26KB	S20113		ACCOUR	ON	\$_	OBLIGATED AMOUNT 12,716.00
									TOTAL	\$	12,716.00

Reference No. of Document Being Continued **Page** 6 **of** 16 **CONTINUATION SHEET** PIIN/SIIN DAAE07-03-P-T291 MOD/AMD

Name of Offeror or Contractor: CUSTOM CABLE SOLUTIONS INC.

CONTRACT CL	AUSES		
2	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
3	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
4	52.222-19	CHILD LABORCOOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
5	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
6	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
7	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION	MAY/1999
8	52.246-2	INSPECTION OF SUPPLIESFIXED PRICE	AUG/1996
9	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	OCT/2001
10	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
11	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Alternate I	DEC/2000
		dated Dec 2000)	
12	52.209-1	QUALIFICATION REQUIREMENTS	FEB/1995

- (a) Definition: Qualification requirement, as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.
- (b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) SEE SUPPORTING ACTIVITY(IES) LISTED IN THE SPECIFICATION(S) (Address)

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name		
Manufacturer's Name		
Source's Name		
Item Name		
Service		
Identification	Test Number	(to the extent known)

- (d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.
- (e) If an offeror, manufacturer, source product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.
- (f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

	Keierei
CONTINUATION SHEET	

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-03-P-T291 MOD/AMD

Name of Offeror or Contractor: CUSTOM CABLE SOLUTIONS INC.

(a) This Request for Quotation (RFQ) or Purchase Order (PO) incorporates by reference TACOM-Warren's Master Solicitation for Simplified Acquisitions with the same force and effect as though the clauses and provisions it contains were physically incorporated into this document. The version in effect at time of award is the version that applies to your purchase order.

- (b) The TACOM-Warren Master Solicitation for Simplified Acquisitions is available on our Electronic Contracting web page, which you can reach using the following URL address: http://contracting.tacom.army.mil/opportunity.htm
- (c) The clauses and provisions in Section I of the Master Solicitation apply to all TACOM-Warren RFQs and Purchase Orders that contain this clause. The clauses contained in Section II of the Master Solicitation applies in addition to those in Section I when the RFQ or PO specifies F.O.B. Origin.
 - (d) We hereby specify that the required F.O.B. point for this acquisition is DESTINATION.
- (e) We will keep the Master Solicitation identified in this clause available on our Electronic Contracting web page during the entire period of performance of the purchase order. If the current Master Solicitation later is revised to incorporate a change in any of the clauses, the version specified in this clause will be retained, intact, in an archive area on our web page for continued reference and use.

[End of Clause]

14 52.211-4015 CONFIGURATION CONTROL--ENGINEERING CHANGES (TACOM)

JUL/2002

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(a) DEFINITIONS:

- (1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a deviation along with your ECP.
- (2) Request for Deviation (RFD). A RFD is a one-time request to deviate from TDP requirements. You must submit your deviation request before you deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.
 - (3) Value Engineering Change Proposal (VECP). A proposal that --
 - (i) Requires a change to the instant contract; and
- (ii) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --
 - (A) In deliverable end item quantities only;
 - (B) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
 - (C) To the contract type only.
 - (4) Notice of Revision (NOR). A NOR describes the proposed changes to a technical document being requested by an ECP.
- (b) When will TACOM start processing change requests? TACOM won't start processing any ECP, VECP, or RFD until we receive the ACO's comments (see paragraph (e) below) and the ECP, VECP, or RFD documentation.
- (c) Contractor Responsibility. ECPs, VECPs, and RFD shall contain information per the instructions outlined on the Data Delivery Descriptions (DDDs) which can be found at the following website: http://contracting.tacom.army.mil/engr/engrchange.htm. Forms for preparing an ECP, VECP, or a RFD can also be found at this website. You may use other media, as long as you give us all the information outlined in the DDDs.
 - (1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is JT.
- (2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: 100 megabyte Zip*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.

CONTINUATION SHEET	Reference No. of Document Bei	Page 8 of 16	
CONTINUATION SHEET	PIIN/SIIN DAAE07-03-P-T291	MOD/AMD	

Name of Offeror or Contractor: CUSTOM CABLE SOLUTIONS INC.

- (3) ECPs/VECPs/RFDs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:
- (i) Files readable using these Microsoft 97 Office Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.
 - (ii) Files in Adobe PDF (Portable Document Format).
- (iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs/RFDs and be accessible offline.
- (iv) Other electronic formats. Before preparing your ECPs, VECPs or RFDs in any other electronic format, please e-mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files.
 - (d) Submittal Procedures for ECPs/VECPs/RFDs.
 - (1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.
 - (2) Send one copy of the ECP, VECP or RFD in electronic format to the buyer listed on the solicitation/ contract document.
- WARNING Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/VECP/RFD without processing them.
- (e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on the ECP, VECP, or RFD in electronic format, and forward it as follows:

ECPs, VECPs, and RFDs. Email a copy of the contractor's request and ACO comments (DD Form 1998) to the engineer (E-mail address: khatiwk@tacom.army.mil) and the buyer identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

- (f) Approval of ECPs, VECPs and RFDs.
- (1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.
- (2) ECPs. TACOM will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.
 - (3) RFDs. Decision on RFDs will be made within 30 days from the date we receive them from the ACO.
- (g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in paragraph 11 of DDD for ECPs), you must immediately notify the PCO. TACOM will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames as outlined in paragraph 11 of the DDD for ECPs.
- (h) Reminder Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.
 - (i) RFDs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required.
 - (j) Questions.
- (1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (OAR).
- (2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155

COMPINITATION SHEE	Reference No. of Document Be	eing Continued	Page 9 of 16
CONTINUATION SHEE	PIIN/SIIN DAAE07-03-P-T291	MOD/AMD	
Name of Offeror or Contractor: CUSTO	M CABLE SOLUTIONS INC.		•
~	JIRED TAILORING LANGUAGE TO ELIMINATE CLASS	I OZONE-DEPLETING	MAR/2000
tandards that, in their unmodified furposes of your performance on this odified by special tailoring language.	Technical Data Package (TDP) for this purc form, either authorize or require the use of purchase order, those specifications (which ge which appears in the TACOM Acquisition Ce Language appear in paragraph (c) of this cla	Class I Ozone-Depleting are identified in paragenter's web-site. Direct	Substances (CIODS). For raph (b) of this clause) ar
ncorporated into this contract by re	nate the authorization or requirement to us eference. Packaging Specifications MIL-L-61 fications and standards affected are: N/A.	-	=
(c) The CIODS listing that conteach by using this URL: http://contr	tains the required tailoring language is on cacting.tacom.army.mil/ciods.html	the TACOM Acquisition Ce	nter web-site, which you ca
	[End of Clause]		
16 52.246-4005 INSI (TACOM)	PECTION AND ACCEPTANCE POINTS: ORIGIN		FEB/1995
(a) Inspection and acceptance or RIGIN Acceptance: ORIGIN	of supplies offered under this purchase orde	er shall take place as sp	ecified herein. Inspection
(b) Origin inspection shall tak	te place at the site specified below:		
Custom Cable Solutions, Inc. 1955 Northwood Drive Salisbury, MD 21801			
	[End of Clause]		
17 52.246-4052 HIGH	HER-LEVEL CONTRACT QUALITY REQUIREMENTTACO	OM OUALITY SYSTEM	MAR/2000

The Quality System for this procurement is: MIL-I-45208

[End of Clause]

18 52.247-48 F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (DEVIATION) JUL/1995

- (a) If this contract is awarded on an f. o. b. destination basis, and if transportation is accomplished by common carrier, parcel post, or other than common carrier, the Contractor agrees not to invoice until the supplies are shipped, and to retain the following evidence of shipment (EOS) documentation for a period of 4 years after completion of the contract.
- (1) If transportation is accomplished by common carrier, the Contractor will retain a signed copy of the commercial bill of lading of the supplies covered by the invoice, indicating the carrier's intent to ship said supplies to the destination specified in the contract.
 - (2) If transportation is accomplished by parcel post, the Contractor will retain a copy of the mailing certificate, or
- (3) If transportation is by other than common carrier or parcel post, the Contractor will retain the receipt copy of the appropriate delivery document showing receipt at the destination in the contract.
- (b) Retention of the above EOS documentation and having the documentation available for subsequent review, if needed, eliminates the requirement to provide these documents with the Contractor's paper, or electronically transmitted, invoices.

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Name of Offeror or Contractor: CUSTOM CABLE SOLUTIONS INC.

- 19 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (Alternate III dated May 2002) MAY/2002
- (a) Definitions. As used in this clause--
- (1) <u>Components</u> means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
 - (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
 - (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
 - (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) <u>Subcontractor</u> means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) <u>Supplies</u> means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) <u>Supplies</u> includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) <u>U.S.-flag vessel</u> means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
 - $\textbf{(b)(1)} \ \ \textbf{The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.}$
 - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
 - (i) This contract is a construction contract; or
 - (ii) The supplies being transported are-
 - (A) Noncommercial items; or
 - (B) Commercial items that-
 - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - $(2) \ {\tt Are \ shipped \ in \ direct \ support \ of \ U.S. \ {\tt military \ contingency \ operations, \ exercises, \ or \ forces \ deployed \ in \ humanitarian \ or \ peacekeeping \ operations; \ or$
 - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
 - (1) U.S.-flag vessels are not available for timely shipment;
 - (2) The freight charges are inordinately excessive or unreasonable; or
 - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--
 - (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;
 - (3) Special handling and discharge requirements;

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- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information—
 - (1) Prime contract number;
 - (2) Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available;
 - (9) Total ocean freight in U.S. dollars; and
 - (10) Name of the steamship company.
- (f) The Contractor shall insert the substance of this clause, including this paragraph (f) in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

[End of Clause]

20 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING (TACOM)

DEC/2002

- (a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/
- (b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr2000.com . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)
- (c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm Rock Island: http://aais.ria.army.mil/AAIS/AWDINFO/index.htm Picatinny: http://procnet.pica.army.mil/Contracts/Index.htm Red River Army Depot: http://www.redriver.army.mil/contracting/Awards

Anniston Army Depot: http://www.anadprocnet.army.mil

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

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- (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".
- (2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/ec/ecip/index.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.
 - (e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:
 - (1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access
 - (2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
 - (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
 - (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

- 21 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999 (TACOM)
- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFOs.)
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

22 52.211-4008 DRAWING LIMITATIONS NOV/2002 (TACOM)

(a) The drawings supplied with this contract are <u>not</u> shop or process drawings. They are engineering design drawings. They are adequate to permit manufacture, and:

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(1) depict the completed (item(s), and

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- (2) serve as the basis for inspection of the completed item(s).
- (b) These drawings DON'T cover intermediate drawings/specifications or steps in the manufacturing process. As a result, even if you meet all the dimensions and tolerances specified in the engineering design drawing for each individual part, a cumulative unacceptable fit for the contract item could result.
- (c) YOU ARE RESPONSIBLE for producing the shop or process drawings needed to cover intermediate steps in the manufacturing process.
- (d) The Contractor agrees that he has obtained all specifications and drawings necessary to manufacture the items being solicited in accordance with the TDP including all incorporated specifications and drawings. The contractor is responsible for having all drawings and specifications. Delivery delays are not excusable where the contractor asserts that it did not have a specification or drawing and has failed to request, in writing, the specification from either the Contracting Officer or Contract Specialist prior to the solicitation closing date.
- (e) If you fail to produce an end item with a cumulative fit that conforms to Government drawings, specifications or other supplemental manufacturing documentation, you'll be responsible for correcting this condition at no additional cost to the Government and no delivery schedule extension.

[End of Clause]

52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002
The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of clause]

24 52.246-4026 LOCAL ADDRESS FOR DD FORM 250 MAR/2002 (TACOM)

- (a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:
 - (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.armv.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
 - (c) The DD250 form may be found, in three different formats, on the World Wide Web at http://web1.whs.osd.mil/icdhome/DD-0999.htm

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(TACOM)

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTERS; ON TWO SIDES OF THE PALLET.

[End of Clause]

26 52.247-4458 (TACOM)

GUARANTEED SHIPPING CHARACTERISTICS--F.O.B. DESTINATION

SEP/2000

- (a) The offeror is required to complete subparagraph (b)(1), (2), and (3), of this clause, for each part or component, including all of its packaging. This information will be used by the Government to perform logistics management functions such as providing item sustainment, planning (e.g. estimating storage costs), and redistribution. You are not liable if you give us wrong information, however since the DOD uses this data in-house in existing data bases and because this information may be used in contingency planning it, we request that the information provided be as accurate as possible.
- (b) Definitions of terms commonly used in the packaging and distribution environments are defined in ASTM D996 and should be consulted if any term used herein is in question.
 - (1) Unit Package:
- (i) Specify the type of UNIT PACKAGE for each single unit of issue: A container in direct contact with and enclosing the product along with any required protective materials(s)(e.g. item is wrapped in neutral paper, polyethylene foam cushion wrapped, sealed in a waterproof bag, and placed in a fiberboard box).
 - (ii) Unit Package Exterior Size/Weight of Unit Package with contents: ___ x Width_14____ x Depth _10____(expressed in inches)/Weight expressed in ___12___ (2) Shipping Container: (i) Exterior Size of SHIPPING CONTAINER AND CONTENTS THEREIN: Length, 0 x Width, 0 x Height, 0 (expressed in feet and inches) (ii) Number of unit packages per shipping container ___ (iii) Gross weight of Shipping container and contents ___ (3) Unitized Loads: (i) Is the Load palletized, skidded, or some other platform device used as a base for handling and transporting as a single entity. Yes [] No [X]; describe: _____ (ii) Number of Shipping containers per pallet/skid _____ each. (iii) Weight of empty pallet, skid, platform, dolly, other device used as a base for handling and transporting (iv) Size of Unit Load(pallet/skid including shipping container(s)assembled for handling and transportation as a single entity: __ x Width, ____ x Height,____ (expressed in feet and inches) (v) Gross Weight of Unit Load _____ Lbs;

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Attachment 002 TDPL 12366201

List of				Number	
Addenda	-	Title	 Date	of Pages	Transmitted By
Attachment 001	TDPL 12366201		06-NOV-2002	005	